

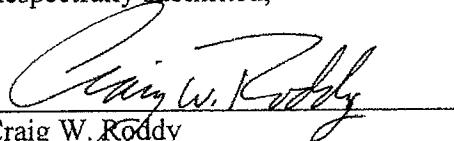
Applicants also hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the '433 Patent, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, their successors and assigns.

In making the above disclaimer, Applicants do not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term, as defined in 35 U.S.C. §§ 154-156 and 173, of the '433 Patent, as presently shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The Commissioner is hereby authorized to debit Baker Botts L.L.P.'s Deposit Account No. 02-0383, Order Number 063718.1085, for the terminal disclaimer fee of \$130.00 under 37 C.F.R. § 1.20(d). The Commissioner is hereby authorized to deduct any other fees that may be due from Baker Botts L.L.P.'s Deposit Account No. 02-0383, Order Number 063718.1085.

The undersigned is an attorney of record in the present case.

Respectfully submitted,



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Date: 12-1-2006